DaimlerChrysler Corporation f/k/a Chrysler Corporation[1] ***and*** **International Union, United Automobile, Aerospace and Agricultural Inplement Workers of America (UAW), Local 412, Unit 53, AFL–CIO.** Cases 7–CA–40899, 7–CA–40956(1), 7–CA–40956(2), and 7–CA–41417

August 25, 2000

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND BRAME

On May 21, 1999, Administrative Law Judge Arthur J. Amchan issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed cross-exceptions and supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions and to adopt the recommended order as modified.[3]

We adopt the judge's findings that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to comply with the Union's information requests as set forth in complaint paragraphs 10(a), (h), and (i), 11(a), (b), (c), (d), (e), (f), (g), and (i), 13, 14, and 16, and that the Respondent violated Section 8(a)(1) of the Act by threatening Union Steward Keith Valentin with discipline for filing information requests which it characterized as "offensive" and attempting to define and limit his rights as a union steward. We reverse the judge's finding that the Respondent did not violate Section 8(a)(5) and (1) of the Act by refusing to provide the Union with requested information listing all Chrysler employees who have been disciplined subsequent to any type of "last chance" agreement since April 23, 1993, as detailed below.

The Respondent discharged unit employee and tool engineer, Arthur Sibert, on November 8, 1996. In order to return to work, Sibert signed a "last chance" agreement with the Respondent. After returning to work, Sibert was discharged again on January 12, 1998, pursuant to the "last chance" agreement, because he missed work the previous Friday. The Union filed a grievance on Sibert's behalf the day he was discharged. The grievance was denied in steps 1 and 2 of the parties' grievance procedure. At this point, on April 24, 1998, Chief Steward Keith Valentin filed an information request asking the Respondent to provide an alphabetical listing of all Chrysler employees who had been disciplined subsequent to any type of "last chance" agreement since April 23, 1993. The Respondent refused to provide the information to Valentin because it had an agreement with the Union that treatment of employees returned to work under "last chance" agreements would be considered nonprecedential with regard to the treatment of other employees. The Respondent argued that information which could not be used as precedent is irrelevant to carrying out the Union's duties, and therefore, it did not have to furnish Valentin with the list and related information. The judge agreed with the Respondent, and recommended dismissal of this allegation. The General Counsel filed a cross-exception with respect to the judge's recommended dismissal. We find merit to this cross-exception.

Contrary to the judge and our dissenting colleague, we find that the information requested was relevant to the Union in carrying out its duties. A broad, discovery-type standard applies in determining relevance of information requests. *NLRB v. Acme Industrial Co.,* 385 U.S. 432, 437 (1967); *A-Plus Roofing,* 295 NLRB 967, 970 (1989), enfd. 39 F.3d 1410 (9th Cir. 1994); *Westside Community Mental Health Center*, 327 NLRB 661 (1999). An employer must furnish information that is of even probable or potential relevance to a union's duties. *Conrock Co.,* 263 NLRB 1293, 1294 (1982). Under the Federal Rules of Civil Procedure governing discovery, "relevancy" is synonymous with "germane," and a party must disclose information if it has any bearing on the subject matter of the case. *Graphic Communications Work Local 13 (Detroit Newspaper) v. NLRB*, 598 F.2d 267, 271 (D.C. Cir. 1979). In considering an information request, the Board is not concerned with the merits of a grievance, and it is therefore not willing to speculate about what defenses an employer will raise in an arbitration proceeding. *Conrock*, supra at 1294.

Information such as that sought by the Union here about previous discipline imposed by the Respondent in the context of a "last chance" agreement may well, at a minimum, be useful to the Union in deciding whether even to proceed to arbitration on Sibert's grievance, or

[1] The record reflects that, subsequent to the filing of the charges in this case, Chrysler Corporation merged with Daimler Benz to become DaimlerChrysler Corporation. We have thus modified the caption to reflect the Respondent's new name.

[2] In the absence of exceptions, we adopt pro forma the judge's findings that the Respondent violated the Act as alleged in complaint pars. 10(b)–(f), and his recommended dismissal of the allegation contained in complaint par. 11(b) concerning nonunit employees.

[3] In adopting the judge's conclusion that the Respondent unlawfully refused to provide the Union with requested information, we note, with respect to the Respondent's argument that resolution of the 8(a)(5) allegations should be deferred to the parties' grievance/arbitration procedure, that such allegations involving an employer's refusal to furnish information requested by an exclusive collective-bargaining representative are not deferrable. See *Clarkson Industries*, 312 NLRB 349, 353 fn. 21 (1993) (citing, inter alia, *United Technologies Corp*., 274 NLRB 504, 505 (1985), supplemented by 277 NLRB 584 (1985)). In addition, in adopting the judge's conclusion that the Respondent's May 6, 1998 memorandum, violated Sec. 8(a)(1) by suggesting that Chief Steward Keith Valentin might be subject to discipline for sending correspondence to management officials outside its labor relations department, we do not rely on the judge's reasoning that "[r]ather than threatening discipline, Chrysler could have informed Valentin that correspondence to any management official outside the labor relations department would be referred to labor relations and not be read by anyone else."

whether instead to forego costly and time-consuming litigation of what the Union might determine (after analyzing the requested information) is an unmeritorious grievance. See *Pfizer, Inc.,* 268 NLRB 916, 918–919 (1984), enfd. 763 F.2d 887 (7th Cir. 1985). Cf. *Postal Service*, 308 NLRB 547, 549 (1992) (respondent refused to provide union with information about "last chance" grievance settlement agreements because it claimed, inter alia, that they had no precedential value; the Board held that such information was relevant and must be provided on the grounds, inter alia, that it could assist the union in determining whether to proceed to arbitration).

Applying these principles here, we find that even if the information requested by the Union might not have direct precedential value, it is at least probably or potentially relevant to the Union's representational duties in regard to the processing of Sibert's grievance. Therefore, we find that the Respondent violated 8(a)(5) and (1) by refusing to provide the Union with the requested list of, and detailed information about, all of the Respondent's employees who were disciplined under "last chance" agreements since April 23, 1993.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders the Respondent, DaimlerChrysler Corporation f/k/a Chrysler Corporation, Auburn Hills, Michigan, its officers, agents, successors, and assigns shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(a).

"(a) Furnish the Union in a timely fashion the information requested by the Union on the following dates in 1998: February 11; March 6 and 27; April 21, 23, 24, and 29; May 5 (to the extent the information requested on May 5 pertains to employees in unit 53); June 1, 4, 5, and 8; July 6, 15, and 28; and October 16 (to the extent the information requested on October 16 pertains to employees in unit 53)."

2. Substitute the attached notice for that of the administrative law judge.

MEMBER BRAME dissenting in part.

I agree with my colleagues that the judge correctly found that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the Union with the requested information he found relevant to the Union's proper performance of its collective-bargaining duties and violated Section 8(a)(1) by threatening Chief Steward Keith Valentin with discipline for filing information requests which it finds offensive and attempting to define and limit his rights as a union steward. I do not agree with my colleagues in reversing the judge's dismissal of paragraph 10(g) of the complaint which alleged that the Respondent violated Section 8(a)(5) and (1) of the Act by not providing the Union with a list and all related information concerning unit employees who have been reprimanded or suspended pursuant to any "last chance" agreement.[1]

Employee Arthur Sibert was terminated pursuant to a "last chance" agreement on January 12, 1998. A grievance was filed but denied at the first two steps. Thereafter, Valentin filed an information request in which he asked the Respondent to provide detailed information regarding all employees who have been disciplined pursuant to "last chance" agreements. Lucy Donovan, the Respondent's labor relations representative, denied the request, informing Valentin that it would not provide the information because the Union and the Respondent had agreed that the treatment of employees pursuant to "last chance" agreements would not be used as precedent with regard to treatment of other employees. Therefore, the Respondent argued that since the requested information could not be used as precedent, it was irrelevant to the Union's collective-bargaining duties, and, as a result, it was not obligated to provide Valentin the information. The judge agreed, finding that the parties had such an agreement, and dismissed the allegation.

As part of the duty to bargain in good faith under Section 8(a)(5), as interpreted by the Supreme Court, an employer must furnish a union with potentially relevant information, on request, to enable the union to represent its employees effectively, including information related to grievances. *NLRB v. Acme Industrial Co*., 385 U.S. 432, 437 (1967). Information concerning employees within the bargaining unit is presumptively relevant. *NLRB v. Postal Service*, 888 F.2d 1568, 1570 (11th Cir. 1989) (citing *NLRB v. Rockwell-Standard Corp*., 410 F.2d 953 (6th Cir. 1969)). Further, an employer must provide information relevant to the "evaluation or processing of a grievance," id., and "requested information should be deemed relevant if it is likely to be of material assistance in evaluating strategies that may be open to the union as part of its struggle to minimize the adverse effects of the employer's decision-making process on persons within [the] bargaining unit." *Providence Hospital v. NLRB*, 93 F.3d 1012, 1017 (1st Cir. 1996).

I agree with the judge that the Respondent, under the particular facts presented, was not obligated to provide Valentin with a list of employees disciplined pursuant to

[1] Par. 10(g) of the second amended complaint and notice of hearing alleges that the Respondent failed to provide information that the Charging Party requested in an April 13, 1998 letter, from Valentin to Lucy Donovan, a labor relations representative for the Respondent. In the letter titled "Request for Information Pursuant to a Grievance Investigation," Valentin requested that the Respondent provide an alphabetically sorted listing of all Chrysler employees who have been disciplined subsequent to any type of "last chance" agreement. For each case, Valentin requested that the Respondent describe the action as a reprimand, temporary suspension, or discharge; identify the reason for the disciplinary action, and the duration of the suspension or discharge; and identify any employees with mental health complications or substance abuse history.

any "last chance" agreement and the related information requested. As found by the judge, the Union entered into an agreement with the Respondent not to use the treatment of employees pursuant to "last chance" agreements as precedent with regard to other employees. The effect of the parties' agreement is that the Respondent is not bound to treat the instant grievance in the same manner as it treated any past grievances. Thus, by entering into this agreement, the Union essentially agreed not to assert its right to allege disparate treatment based on "last chance" agreements. In light of this, and contrary to the majority, I do not find that the requested information can be relevant for comparative purposes if it has no weight as precedent. In sum, I would give effect to the parties' agreement, which I interpret as foreclosing a finding that the requested information is relevant under the principles articulated above. As a result, I find that the Respondent's denial of such information is not a violation of Section 8(a)(5) and (1) of the Act.[2]

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to provide the Union with requested information relevant to the Union's proper performance of its collective-bargaining duties as your exclusive bargaining representative.

WE WILL NOT interfere with, restrain, or coerce Keith Valentin or any other union official in the legitimate exercise of their responsibilities as representatives of the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL rescind our May 6, 1998, letter threatening to discipline Keith Valentin for the performance of his duties as union steward.

WE WILL furnish the Union in a timely fashion the information requested by the Union on the following dates in 1998: February 11; March 6 and 27; April 21, 23, 24, and 29; May 5 (to the extent the information requested on May 5 pertains to employees in unit 53); June 1, 4, 5, and 8; July 6, 15, and 28; and October 16 (to the extent the information requested on October 16 pertains to employees in unit 53).

DAIMLERCHRYSLER CORPORATION F/K/A CHRYSLER CORPORATION

Michael O'Hearon, Esq., for the General Counsel.
K.C. Hortop, Esq., DaimlerChrysler Corp., of Auburn Hills, Michigan, for the Respondent.

DECISION

STATEMENT OF THE CASE

ARTHUR J. AMCHAN, Administrative Law Judge. This case was tried in Detroit, Michigan, on March 1 and 2, 1999. The charges in this case were filed April 22, May 8, July 8, and October 6, 1998. A consolidated complaint was issued December 23, 1998.

On the entire record,[1] including my observation of the demeanor of the witnesses, and after considering the oral argument made by the General Counsel at the close of the hearing, and the brief filed by the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, Chrysler Corporation,[2] manufactures automobiles and related products. It maintains a facility in Auburn Hills, Michigan, where this case arises. Respondent annually derives gross revenues in excess of $500,000 and manufactures products valued in excess of $100,000 which are shipped to places outside the State of Michigan. Chrysler admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, Local 412, unit 53, of the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Keith Valentin was elected chief steward of unit 53 of UAW Local 412 in May 1997. In that capacity he represents engineers and employees in related job classifications in the engine and transmission group in Chrysler's facility at Auburn Hills, Michigan. Since his election as steward, Valentin has filed numerous grievances and requests for information with Respondent. Chrysler management considers a substantial number of Valentin's requests for information to be inappropriate and, has therefore, failed to comply with these requests. As a result, the General Counsel alleges that Chrysler violated Section 8(a)(1) and (5) of the Act.

Additionally, the General Counsel alleges that Chrysler threatened Valentin with discipline in violation of 8(a)(1). This allegation arises from a memorandum sent to Valentin by Donald Pentecost, a Chrysler human resources executive, on May 6, 1998. This memo informed Valentin that Respondent would not respond to many of his requests because they were being made merely to harass and intimidate Respondent. The memo instructed Valentin to direct all future correspondence to either

[2] The cases cited by the majority are distinguishable. *Pfizer, Inc.* 286 NLRB 916, 918 (1984), enfd. 763 F.2d 887 (7th Cir. 1985), and *Postal Service*, 308 NLRB 547 (1992), involve information requests aimed at supporting disparate treatment claims. Neither involved an agreement by the parties not to assert a disparate treatment argument in relation to "last chance" agreements, which is essentially what the judge found here and which finding I adopt.

[1] P. 148, the second sentence of L. 21 of the transcript incorrectly attributes a remark to the judge, which I believe was made jocularly by the General Counsel.

[2] On November 12, 1998, Chrysler merged with Daimler Benz to become DaimlerChrysler Corporation.

his supervisor or a company labor relations representative, and not, as he had been doing, to other corporate officials. Pentecost's letter concluded:

> You previously were advised by Lucy Donovan [one of Respondent's labor relations representatives] as to the inappropriateness of your requests. This is to advise you that continuance of this type of inappropriate, harassing activity may result in disciplinary action being taken up to and including discharge.

Valentin filed grievances and information requests as a result of this letter. He asked Respondent to specify which letters warranted the threat of discipline. The Company did not respond.

Valentin and other union officials met with Pentecost and other company officials on June 2, 1998, in part to discuss the May 6 memo. Pentecost lectured Valentin and cited at least two specific examples of what he considered inappropriate behavior by the steward. One was a May 6 letter to Monica Emerson, Chrysler's workforce diversity and economic equity manager.[3] The memo advised Emerson that the Union was pursuing unfair labor practice charges against Respondent and its agents. It continued:

> The first priority of Chrysler's legal staff will (understandably) be to act in the Corporation's best interest. As a matter of professional courtesy, I strongly recommend that you seek private legal counsel to protect your individual rights in the event that Corporate and individual agent (yourself) interests diverge.
>
> If you have any questions or concerns regarding these charges, contact me at your earliest convenience rather than feign confusion and ignorance at a later date.[4]

At the June 2 meeting Pentecost also cited as objectionable, Valentin's practice of writing and sending copies of correspondence to company officials outside of the labor relations department. He specifically cited a May 1997 memorandum regarding Sunday overtime that Valentin sent to Chrysler Vice President Frank Ewasyshyn in April 1998. Pentecost did not retract his threat of disciplinary action at this meeting, or on any subsequent occasion.[5]

A. Chrysler Violated 8(a)(1) in Interfering with, Restraining, and Coercing Valentin in the Exercise of his Section 7 Rights as Alleged in Paragraphs 9 and 15 of the Complaint

It is not necessary to decide whether Respondent had legitimate cause to threaten Keith Valentin with disciplinary action on account of his May 6 memo to Monica Emerson. Pentecost's May 6 memo to Valentin is much broader in scope. The Pentecost memo begins by characterizing most of Valentin's information requests as attempts to harass, intimidate, and create work. The memo, in threatening disciplinary action for "this type of inappropriate, harassing activity," can be reasonably read to include virtually any request for information submitted by Valentin. When Valentin asked Chrysler to specify which of his letters fell into the category of correspondence for which he might be disciplined, it failed to do so.

Since the Company's threat is to discipline Valentin for virtually any request that it finds offensive, it has clearly interfered with, restrained, and coerced him in his protected rights as union steward. Pentecost's letter also suggests that Valentin may be subject to discipline for sending correspondence to Chrysler officials outside of the labor relations department. There is no indication from this record that these officials devoted any time to considering Valentin's correspondence. Rather than threatening discipline, Chrysler could have informed Valentine that correspondence to any management official outside the labor relations department would be referred to labor relations and not be read by anyone else. In the absence of evidence that Valentine's letters interfered with the work of other Chrysler officials or caused it to misallocate its resources, I find this part of Pentecost's letter, an example of overkill, to violate 8(a)(1), as well.

B. Respondent's Failure to Respond to Valentin's Requests for Information[6]

Complaint paragraphs 10(a), 13, and 16: Respondent's failure to respond to Valentin's February 11, 1998 request for access badge swipe data and boarding lists for Respondent's shuttle flights to and from Kokomo, Indiana, for transmission unit members.

In December 1997 and January 1998, Valentin filed three grievances alleging that Respondent was violating the collective-bargaining agreement in offering substantially more overtime to engineers in the transmission group than to engineers in the engine group. On February 11, he requested that Chrysler provide the Union with:

1. An alphabetically sorted listing of all access badge swipes for all unit 53 bargaining unit members from October 1, 1997, through February 7, 1998.

2. The boarding lists for unit 53 bargaining unit members on all Chrysler shuttle flights departing and/or returning from Kokomo, Indiana (the site of a new Chrysler facility) for the same period.[7]

The only response received by Valentin was an April 20, 1998 memorandum, from Chrysler's labor relations representative, Desiree Redenz. In paragraph 6 of her memo, Redenz responded, "Please forward a full explanation of the relevance of this information as requested to any grievance in, or in the "drafted" stage in the system."

Valentin had provided Redenz with oral explanations on several occasions. In its brief at page 20, Respondent states that the request for access badge swipes was not relevant as the underlying grievances had been settled, citing paragraph 8 of Redenz' April 20 memo. Redenz' memo is hearsay evidence and thus provides an insufficient basis on which I can conclude that these grievances had been resolved. The portion of the transcript in which Valentin was cross-examined on this issue also does not establish Respondent's contention with regard to the underlying grievances. I therefore conclude that Valentin's request did pertain to an unresolved issue between Respondent and the Union.

[3] Valentin's letter to Emerson on which Pentecost was copied, may have precipitated Pentecost's memo to Valentin on the same date.

[4] Other information requests from Valentin to Respondent concluded with directions in a similar vein.

[5] In August 1998 Morris Simms, a labor relations staff representative at Chrysler, told Valentin he would not be fired for his letter writing activities.

[6] The merits of the individual 8(a)(1) and (5) allegations of the complaint, with a few exceptions, are not addressed by Respondent's brief or the General Counsel's closing argument.

[7] I infer that this information would be helpful in determining the amount of overtime worked by employees in the two groups.

Analysis

It is well settled that an employer, on request, must provide a union with information that is relevant to its carrying out its statutory duties and responsibilities in representing employees. The Board uses a broad, discovery-type standard in determining relevance. Information about terms and conditions of employees actually represented by a union is presumptively relevant and necessary and must be produced, *Reiss Viking,* 312 NLRB 622, 625 (1993). On this record, therefore, Chrysler bears the burden of establishing that the information sought by Valentin is not relevant because the underlying grievances had been resolved. It has not introduced sufficient evidence to do so.

At hearing, Chrysler raised the burdensomeness of complying with Valentin's request. The record indicates that it might take one Chrysler employee 40 hours to obtain the badge swipe record requested by Valentin. However, Respondent did not object on this basis when the information was requested, and thus, may not do so now, *Westside Community Mental Health Center,* 327 NLRB 661 (1999). Moreover, while Respondent has introduced evidence that compliance with the request would have been burdensome, it has not established that it is "unduly burdensome." To assess whether the request was unduly burdensome would require a balancing of the burden to Respondent with the importance and usefulness of the information to the Union. There is simply not enough information in this record to perform such an assessment. In conclusion, the General Counsel has established the violation of 8(a)(1) and (5) alleged in paragraphs 10(a), 13, and 16.

C. Complaint Paragraphs 11(a) and (b), 14, and 16: Valentin's Further Information Requests Regarding Overtime Hours Worked

On April 29, 1998, Valentin asked Chrysler for a list, organized by job classification, of all hours offered transmission group employees that were not offered to engine group employees, from October 14, 1997 through April 29, 1998. He also asked for a photocopy of every transmission group time card which shows 4 hours of overtime on Mondays, Wednesdays, and Fridays for the same period of time and an explanation of the emergency nature of the unscheduled overtime. Respondent never replied to the request.

On May 5, Valentine asked for a copy of all overtime equalization grievances for which an adjustment was granted for calendar years 1996, 1997, and 1998, corporatewide. Additionally, he asked for collaborating information. In response, Lucy Donovan, a Chrysler labor relations representative, told Valentine that Respondent didn't make such adjustments any longer. He received no other response.

Analysis

At trial, Chrysler contends that compliance with these request would be a monstrous task. As noted, with regard to complaint paragraph 10(a), the time for raising such objections is when the request is made. I therefore find a violation with regard to paragraph 11(a) and with regard to that part of paragraph 11(b) that pertains to unit 53 employees. With respect to other employees, not in the unit 53 bargaining unit, the Union did not meet its burden of establishing the relevance of the requested information, *Shoppers Food Warehouse,* 315 NLRB 258, 259 (1994).

D. Complaint Paragraphs 10(b)–(f): Information Requests Relating to Respondent's Failure to Promote Kareem Schkoor to the Position of Tool Engineer 211 A

On February 19, 1998, Valentin filed a grievance on behalf of tool engineer, Kareem Schkoor, who was not promoted from the position of tool engineer 211 B to that of tool engineer 211 A. The grievance alleged possible racial discrimination as a motive for Respondent's failure to promote Schkoor, an African-American.

Valentin filed a number of information requests relating to this grievance. On March 6 he requested a list of the experience, skills, training, education, and other qualifications that were considered when 12 other bargaining unit members were hired, transferred, and/or promoted to tool engineer 211 A. On March 27, he asked for the 1996 and 1997 performance appraisals for Schkoor. On April 21, he reiterated his request for information regarding William Poland (one the employees mentioned in the March 6 request), who was hired from outside Chrysler into the position of tool engineer 211 A. On April 23 Valentin requested an alphabetized list of unit 53 members who, like Schkoor, did not receive their performance appraisals on time. On April 21 he asked Monica Emerson, Respondent's workforce diversity and economic equity manager, for documents related to the company practices in this area, including information regarding the responsibilities of department and general managers for diversity and affirmative action matters.

Chrysler never provided Valentin with any of this information. On April 20 Desiree Redenz informed him that some of this information would be discussed at a second step grievance meeting. Respondent has offered no defense for its failure to reply to the requests regarding Schkoor, and therefore, I find that it violated the Act as alleged in paragraphs 10(b) through (f), 13, and 16.

E. Complaint Paragraphs 10(g) Through (i): Information Requests Relating to the Discharge of Unit Member, Arthur Siber

Chrysler's tool engineer, Arthur Sibert, a bargaining unit member, was discharged by Respondent on November 8, 1996. Subsequently, he returned to work pursuant to a "last chance agreement" between Chrysler and the UAW. On Monday, January 12, 1998, he was discharged again for missing work on the previous Friday.

The Union filed grievance No. 98–53–002 on Sibert's behalf regarding the January 12, 1998, discharge, the day it occurred. This grievance was denied in steps 1 and 2 of the parties' grievance procedure. At this point, on April 24, 1998, Valentin filed an information request asking for a list and detailed information regarding all Chrysler employees disciplined subsequent to any "last chance" agreement since April 23, 1993. Lucy Donovan, a labor relations representative, informed Valentin that Respondent would not provide this information because the Company and Union had agreed that treatment of employees returned to work pursuant to a "last chance" agreement would not be considered as precedent with regard to the treatment of other employees.

Donovan's rationale for refusing to provide this information is essentially that it is irrelevant to the carrying out of the Union's duties. I agree, and therefore, dismiss complaint paragraph 10(g).

The Union appealed the denial of grievance No. 98–53–002 in June. Valentin filed two additional grievances on July 6, 1998, alleging that Sibert's initial discharge in 1996 violated

the collective-bargaining agreement, the American With Disabilities Act and the Family Emergency Medical Leave Act (FMLA). On July 6 and 15, Valentin filed information requests regarding these grievances.[8] Chrysler essentially ignored these requests. These requests are presumptively relevant to the Union's representation of Sibert. Chrysler has made no effort to rebut this presumption other than to argue that these requests are not relevant to the grievance pending before the parties' Appeals Board. There has been no showing that these information requests are irrelevant to the new grievances or that the new grievances are obviously without merit. I therefore find violations as alleged in paragraphs 10(h) and (i), 13, and 16.

F. Complaint Paragraph 11(g): Information Request Pertaining to Overtime Work Given to UAW International Representative Kareem Schkoor

On July 28, 1998, Valentin filed an information request with Respondent regarding its practice of giving overtime work to unelected bargaining unit officials, such an international representatives. In August, he filed two grievances protesting the Company's practice of assigning overtime work to Kareem Schkoor, a UAW representative, appointed by the International Union. Chrysler ignored the request and failed to provide the information. At the hearing and in its brief, the Company offers no defense for not providing the information requested. I find a violation as alleged.

G. Complaint Paragraph 11(h): Information Request Regarding Authority of Company Supervisors to Settle Step-1 Grievances

On August 27, 1998, Valentin filed a request for information regarding the authority of Respondent's department managers and supervisors to settle grievances, including spending limits imposed on such managers. Respondent neither responded to the request nor provided the information. Although Valentin claims to have suspected that certain officials with whom he dealt had limited authority to negotiate, there has been no indication that this request is linked in any way to the wages, hours, and working conditions of bargaining unit employees. Therefore, I find that there is no presumption that the requested information is relevant to the union's duties and responsibilities, and I dismiss the allegations in and relating to complaint paragraph 11(h).

H. Complaint Paragraph 11(i): Information Request Regarding Grievance Filed Concerning On-the-Job Injury to Roy Mikitch

On October 5, 1998, Valentin filed a grievance on behalf of tool engineer, Roy Mikitch, whose finger was caught in the machinery at work. The grievance asked for the immediate discharge of some members of management and compensation far above that provided for under workers compensation. On October 16, Valentin filed an information request regarding the grievance, which was ignored by Respondent.[9] Although it appears at first glance that Chrysler may have had legitimate objections to some of the requests, Respondent was obliged to make those objections known to the Union in a timely fashion. Instead, Chrysler ignored the requests, and I, therefore, find the violation alleged in complaint paragraphs 11(i), 14, and 16, insofar as it seeks information regarding unit 53 bargaining unit members.

I. Complaint Paragraph 11(d): Information Request Regarding Contract Work Performed Without Supervision by Bargaining Unit Members

On January 16, 1998, Valentin filed a grievance alleging that Respondent violated the collective-bargaining agreement by failing to schedule bargaining unit members for work on January 17 and 19. Bargaining unit members normally supervised contractors, who Valentin suspected, worked those days with supervision by Chrysler management. On June 4, he submitted an information request regarding this grievance to prepare for a second step grievance meeting.[10] The information was never provided and Respondent never specifically informed Valentin why it would not comply with this request. I find that the Respondent violated the Act as alleged in complaint paragraphs 11(d), 14, and 16.[11]

J. Complaint Paragraphs 11(c), (e), and (f): Information Requests Regarding Chrysler's Threatened Disciplining of Keith Valentin

The Union filed four grievances arising out of Donald Pentecost's May 6 letter to Keith Valentin, which threatened Valentin with disciplinary action. Valentin filed four requests for information relating to these grievances. These requests included copies of the notes taken by management personnel at the June 2 meeting between the Union and management concerning the Pentecost letter. They also included information regarding the criteria used by management to determine whether Valentin's requests were irrelevant and/or unduly burdensome.

The only response Valentin received to these information requests was a June 8 memo from Lucy Donovan informing him that her notes of the June 2 meeting were "personal notes I took and are not something I wish to release to you." It is possible that portions of these notes contained the mental impressions of management personnel, which may be the subject of a privilege. However, if that is the case, the privilege should have been asserted immediately. There is no legitimate basis for denying to Valentin, the recorded recollections of management personnel of a meeting at which union representatives were present. I find the allegations of violation in paragraphs 11(c), (e), and (f), 14, and 16 to have been established by the General Counsel.

CONCLUSIONS OF LAW

1. By refusing to provide the Union with requested information relevant to the Union's proper performance of its collective-bargaining duties, the Respondent has engaged in unfair

[8] The information sought included records regarding Sibert held by the Chrysler medical department, records regarding Sibert's use of FMLA leave, and company documents notifying Sibert of his rights under FMLA.

[9] Valentin requested information such as all accident reports at the facility at which Mikitch was injured, a list of bargaining unit employees disciplined for safety violations in the past 5 years and a report of the circumstances that resulted in Mikitch working "out of classification" at the time of his injury.

[10] The information sought included time tickets, invoices, and work/service reports for contract workers at the Indiana Transmission Plant on January 17 and 19, 1998.

[11] Although the request asked for information about contractor employees, it was obviously linked to the grievance alleging that contractor employees were supervised by managers, rather than bargaining unit members, in violation of the collective-bargaining agreement. I conclude that the request was therefore presumptively relevant to the Union's statutory duties and responsibilities.

labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

2. By threatening Union Steward Keith Valentin with discipline for filing information requests that it finds offensive, Respondent has violated Section 8(a)(1) of the Act.

3. By attempting to define and limit the rights of Keith Valentin as union steward, Respondent has violation 8(a)(1).

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

The Respondent, DaimlerChrysler Corporation f/k/a Chrysler Corporation, Auburn Hills, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to provide the Union with requested information relevant to the Union's proper performance of its collective-bargaining duties as the exclusive representative of an appropriate unit of the Respondent's employees.

(b) Interfering with, restraining, or coercing Keith Valentin or any other union official in the legitimate performance of their duties as union stewards or representatives.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish to the Union in a timely fashion the information requested by the Union which Respondent has illegally refused to provide the Union as determined in the instant decision.

(b) Rescind the May 6, 1998 letter from Donald Pentecost to Keith Valentin.

(c) Within 14 days after service by the Region, post at its Auburn Hills, Michigan facility, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 20, 1998.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found

[12] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[13] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."